

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MYLES J. TOMBLINE and MARIA J.  
LOPANE, Individually, and on Behalf of a  
Class of Persons Similarly Situated,

Plaintiffs,

v.

WELLS FARGO BANK, N.A.,

Defendant.

Case No. 13-cv-04567-CW

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge that Section 12.3 below shall govern the process for filing confidential information under seal.

1     2.     DEFINITIONS

2           2.1     Challenging Party: a Party or Non-Party that challenges the designation of  
3 information or items under this Order.

4           2.2     "CONFIDENTIAL" Information or Items: information or items that contain  
5 or reflect confidential, non-public, proprietary, commercially sensitive, and/or private  
6 information of an individual or entity.

7           2.3     Counsel (without qualifier): Outside Counsel of Record and House Counsel  
8 (as well as their support staff).

9           2.4     Designating Party: a Party or Non-Party that designates information or items  
10 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

11          2.5     Disclosure or Discovery Material: all items or information, regardless of the  
12 medium or manner in which it is generated, stored, or maintained (including, among other  
13 things, testimony, transcripts, and tangible things), that are produced or generated in  
14 disclosures or responses to discovery in this matter.

15          2.6     Expert: a person with specialized knowledge or experience in a matter  
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
17 expert witness or as a consultant in this action.

18          2.7     House Counsel: attorneys who are employees of a party to this action.  
19 House Counsel does not include Outside Counsel of Record or any other outside counsel.

20          2.8     Non-Party: any natural person, partnership, corporation, association, or  
21 other legal entity not named as a Party to this action.

22          2.9     Outside Counsel of Record: attorneys who are not employees of a party to  
23 this action but are retained to represent or advise a party to this action and have appeared  
24 in this action on behalf of that party or are affiliated with a law firm which has appeared on  
25 behalf of that party.

26          2.10    Party: any party to this action, including all of its officers, directors,  
27 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
28 staffs).

1        2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this action.

3        2.12 Professional Vendors: persons or entities that provide litigation support  
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
6 their employees and subcontractors.

7        2.13 Protected Material: any Disclosure or Discovery Material that is designated  
8 as "CONFIDENTIAL."

9        2.14 Receiving Party: a Party that receives Disclosure or Discovery Material  
10 from a Producing Party.

### 11        3. SCOPE

12        The protections conferred by this Stipulation and Order cover not only Protected Material (as  
13 defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
14 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
15 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
16 However, the protections conferred by this Stipulation and Order do not cover the following  
17 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
18 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
19 publication not involving a violation of this Order, including becoming part of the public record  
20 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
21 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
22 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
23 Protected Material at trial shall be governed by a separate agreement or order.

### 24        4. DURATION

25        Even after final disposition of this litigation, the confidentiality obligations imposed by this  
26 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
27 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
28 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion

1 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the  
 2 time limits for filing any motions or applications for extension of time pursuant to applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4       5.1 Exercise of Restraint and Care in Designating Material for Protection. To  
 5 the extent reasonably possible, each Party or Non-Party that designates information or  
 6 items for protection under this Order must take care to limit any such designation to  
 7 specific material that qualifies under the appropriate standards. The parties agree that,  
 8 where it would not be cost effective to review every document for confidentiality issues,  
 9 the parties may designate an entire group of documents as confidential including, but not  
 10 limited to, loan files and other electronically stored information. If the opposing party,  
 11 upon review, feels that a particular document is not properly confidential, he or she may  
 12 confer with the Designating Party, which shall withdraw the designation if warranted.  
 13 Absent agreement the parties may seek Court relief as provided herein.

14       5.2 Manner and Timing of Designations. Except as otherwise provided in this  
 15 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
 16 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
 17 must be clearly so designated before the material is disclosed or produced.

18       Designation in conformity with this Order requires:

19               (a) for information in documentary form (e.g., paper or electronic  
 20 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),  
 21 that the Producing Party affix the legend "CONFIDENTIAL" to each page that contains  
 22 protected material. If only a portion or portions of the material on a page qualifies for  
 23 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by  
 24 making appropriate markings in the margins). A Party or Non-Party that makes original  
 25 documents or materials available for inspection need not designate them for protection until after  
 26 the inspecting Party has indicated which material it would like copied and produced. During the  
 27 inspection and before the designation, all of the material made available for inspection shall be  
 28 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants

1 copied and produced, the Producing Party must determine which documents, or portions thereof,  
2 qualify for protection under this Order. Then, before producing the specified documents, the  
3 Producing Party must affix the "CONFIDENTIAL" legend to each page that contains Protected  
4 Material. If only a portion or portions of the material on a page qualifies for protection, the  
5 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
6 markings in the margins).

7 (b) for testimony given in deposition or in other pretrial or trial  
8 proceedings, Parties or testifying persons or entities may designate all or portions of  
9 depositions and other testimony with the appropriate designation by indicating on the  
10 record at the time the testimony is given or by sending written notice of which portions of  
11 the transcript of the testimony is designated within thirty (30) days of receipt of the final  
12 transcript of the testimony. If no indication on the record is made, all information  
13 disclosed during a deposition shall be deemed CONFIDENTIAL until the time within  
14 which portions of the testimony may be appropriately designated as provided for herein  
15 has passed. Any party that wishes to disclose the transcript, or information contained  
16 therein, before the time within which it may be appropriately designated as Protected  
17 Material has passed, may provide written notice of its intent to treat the transcript as non-  
18 confidential, after which time, any Party that wants to maintain any portion of the  
19 transcript as confidential must designate the confidential portions within fourteen (14)  
20 days, or else the transcript may be treated as non-confidential. Any designated Discovery  
21 Material that is used in the taking of a deposition shall remain subject to the provisions of  
22 this Protective Order, along with the transcript pages of the deposition testimony dealing  
23 with such Discovery Material. In such cases the court reporter shall be informed of this  
24 Protective Order. In the event the deposition is videotaped, the original and all copies of  
25 the videotape shall be marked by the video technician to indicate that the contents of the  
26 videotape are subject to this Protective Order. Counsel for any Producing Party shall have  
27 the right to exclude from oral depositions, other than the deponent, deponent's counsel, the  
28 reporter and videographer (if any), any person who is not authorized by this Protective

Order to receive or access Protected Material based on the designation of such Protected Material. Such right of exclusion shall be applicable only during periods of examination or testimony regarding such Protected Material.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date

1 of service of notice. In conferring, the Challenging Party must explain the basis for its  
2 belief that the confidentiality designation was not proper and must give the Designating  
3 Party an opportunity to review the designated material, to reconsider the circumstances,  
4 and, if no change in designation is offered, to explain the basis for the chosen designation.  
5 A Challenging Party may proceed to the next stage of the challenge process only if it has  
6 engaged in this meet and confer process first or establishes that the Designating Party is  
7 unwilling to participate in the meet and confer process in a timely manner.

8       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
9 intervention, the Designating Party shall file and serve a motion to retain confidentiality  
10 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)  
11 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing  
12 that the meet and confer process will not resolve their dispute, whichever is earlier. Each  
13 such motion must be accompanied by a competent declaration affirming that the movant  
14 has complied with the meet and confer requirements imposed in the preceding paragraph.  
15 Failure by the Designating Party to make such a motion including the required declaration  
16 within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality  
17 designation for each challenged designation. In addition, the Challenging Party may file a  
18 motion challenging a confidentiality designation at any time if there is good cause for  
19 doing so, including a challenge to the designation of a deposition transcript or any portions  
20 thereof. Any motion brought pursuant to this provision must be accompanied by a  
21 competent declaration affirming that the movant has complied with the meet and confer  
22 requirements imposed by the preceding paragraph.

23       The burden of persuasion in any such challenge proceeding shall be on the Designating  
24 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
25 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.  
26 Unless the Designating Party has waived the confidentiality designation by failing to file a motion to  
27 retain confidentiality as described above, all parties shall continue to afford the material in question  
28 the level of protection to which it is entitled under the Producing Party's designation until the court

1 rules on the challenge.

2 7. ACCESS TO AND USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
 4 disclosed or produced by another Party or by a Non-Party in connection with this case only  
 5 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material  
 6 may be disclosed only to the categories of persons and under the conditions described in  
 7 this Order. When the litigation has been terminated, a Receiving Party must comply with  
 8 the provisions of section 13 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a location and in a  
 10 secure manner that ensures that access is limited to the persons authorized under this Order.

11 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
 12 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
 13 may disclose any information or item designated "CONFIDENTIAL" only to:

14 (a) the Receiving Party's Outside Counsel of Record in this action, as  
 15 well as employees of said Outside Counsel of Record to whom it is reasonably necessary  
 16 to disclose the information for this litigation and who have signed the "Acknowledgment  
 17 and Agreement to Be Bound" that is attached hereto as Exhibit A;

18 (b) the officers, directors, and employees (including House Counsel) of  
 19 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who  
 20 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

21 (c) Experts (as defined in this Order) of the Receiving Party to whom  
 22 disclosure is reasonably necessary for this litigation and who have signed the  
 23 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff, professional jury or trial consultants,  
 26 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this  
 27 litigation and who have signed the "Acknowledgment and Agreement to Be Bound"  
 28 (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

(h) Translators of or into foreign languages who are not employed by or affiliated with any of the parties, but are retained only to provide translations of any material designated as CONFIDENTIAL, having first agreed to be bound by the provisions of the Stipulated Protective Order by signing a copy of Exhibit A;

(i) A vendor hired by a party to collect documents, host data, maintain a database of electronic data or perform other work related to the collection, review or production of documents in the case, if the vendor's employees having access to the data or documents sign the certificate attached as Exhibit A;

(j) Any mediator who is assigned to hear this matter, and his or her staff, subject to their agreement to maintain confidentiality to the same degree as required by this Protective Order.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or

1 order is subject to this Protective Order. Such notification shall include a copy of this  
 2 Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be  
 4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
 6 or court order shall not produce any information designated in this action as "CONFIDENTIAL"  
 7 before a determination by the court from which the subpoena or order issued, unless the Party has  
 8 obtained the Designating Party's permission. The Designating Party shall bear the burden and  
 9 expense of seeking protection in that court of its confidential material – and nothing in these  
 10 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
 11 disobey a lawful directive from another court.

12 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN  
 13 THIS LITIGATION

14 The terms of this Order are applicable to information produced by a Non-Party in  
 15 this action and designated as "CONFIDENTIAL." Such information produced by Non-  
 16 Parties in connection with this litigation is protected by the remedies and relief provided by  
 17 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party  
 18 from seeking additional protections.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
 21 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
 22 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
 23 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
 24 inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
 25 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to  
 26 Be Bound" that is attached hereto as Exhibit A.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

3 11.1 The production of documents (including both paper documents and  
4 electronically stored information) subject to protection by the attorney-client, the Bank  
5 Examination privilege and/or protected by the work-product, joint defense or other similar  
6 doctrine, or by another legal privilege protecting information from discovery, shall not  
7 constitute a waiver of any privilege or other protection, provided that the producing party  
8 notifies the receiving party, in writing, of the production after its discovery of the same.

9 11.2 If the producing party notifies the receiving party after discovery that  
10 privileged materials (hereinafter referred to as the "Identified Materials") have been  
11 produced, the Identified Materials and all copies of those materials shall be returned to the  
12 producing party or destroyed or deleted, on request of the producing party. If the receiving  
13 party has any notes or other work product reflecting the contents of the Identified  
14 Materials, the receiving party will not review or use those materials unless a court later  
15 designates the Identified Materials as not privileged or protected.

16 11.3 The Identified Materials shall be deleted from any systems used to house the  
17 documents, including document review databases, e-rooms and any other location that  
18 stores the documents. The receiving party may make no use of the Identified Materials  
19 during any aspect of this matter or any other matter, including in depositions or at trial,  
20 unless the documents are later designated by a court as not privileged or protected.

21 11.4 The contents of the Identified Materials shall not be disclosed to anyone who  
22 was not already aware of the contents of them before the notice was made.

23 11.5 If any receiving party is in receipt of a document from a producing party  
24 which the receiving party has reason to believe is privileged, the receiving party shall in  
25 good faith take reasonable steps to promptly notify the producing party of the production  
26 of that document so that the producing party may make a determination of whether it  
27 wishes to have the document returned or destroyed pursuant to this Stipulated Protective  
28 Order.

1 11.6 The party returning the Identified Materials may move the Court for an order  
2 compelling production of some or all of the material returned or destroyed, but the basis  
3 for such a motion may not be the fact or circumstances of the production.

4 11.7 This stipulated agreement set forth in Paragraph 11 and its subparts does not  
5 constitute a concession by any party that any documents are subject to protection by the  
6 attorney-client privilege, the work product doctrine or any other potentially applicable  
7 privilege or doctrine. This agreement also is not intended to waive or limit in any way  
8 either party's right to contest any privilege claims that may be asserted with respect to any  
9 of the documents produced except to the extent stated in the agreement.

10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
12 person to seek its modification by the court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
14 Protective Order no Party waives any right it otherwise would have to object to disclosing  
15 or producing any information or item on any ground not addressed in this Stipulated  
16 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
17 evidence of any of the material covered by this Protective Order.

18 12.3 Filing Protected Material. Confidential Information may be filed with the  
19 clerk of the Court in connection with motions or other matters pending before the Court in  
20 the Action. If the Receiving Party wants to file Confidential Information designated as  
21 "CONFIDENTIAL," the Receiving Party shall give notice to the Producing Party not less  
22 than two (2) business days prior to filing. Unless the Producing Entity gives its written  
23 permission to remove the Confidentiality designation of such documents, which is not to  
24 be withheld unless the Producing Party determines that the particular Discovery Material  
25 contains sensitive personal, commercial, financial, or business information, or the Court  
26 allows otherwise, it shall be filed under seal pursuant to the procedure set forth in Civil  
27 Local Rule 79-5 and shall remain sealed while in the office of the clerk so long as it retains  
28 its status as Confidential. The Producing Party shall provide the necessary written

1 application and proposed order. Nothing herein shall prevent a Producing Party from  
 2 filing its own Confidential Information in court, not under seal.

3 13. FINAL DISPOSITION

4 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
 5 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
 6 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
 7 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
 8 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
 9 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)  
 10 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material  
 11 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,  
 12 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected  
 13 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
 14 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
 15 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant  
 16 and expert work product, even if such materials contain Protected Material. Any such archival copies  
 17 that contain or constitute Protected Material remain subject to this Protective Order as set forth in  
 18 Section 4 (DURATION).

19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

21 DATED: February 28, 2014

s/Jeffrey S. Nobel  
 Attorneys for Plaintiff

23 DATED: February 28, 2014

s/Edward D. Vogel  
 Attorneys for Defendant

25 PURSUANT TO STIPULATION, IT IS SO ORDERED.

27 DATED: 3/4/2014

  
 United States District Magistrate Judge

## EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
 have read in its entirety and understand the Stipulated Protective Order that was issued by  
 the United States District Court for the Northern District of California on [date] in the case  
 of \_\_\_\_\_ **[insert formal name of the case and the number and initials assigned  
 to it by the court]**. I agree to comply with and to be bound by all the terms of this  
 Stipulated Protective Order and I understand and acknowledge that failure to so comply  
 could expose me to sanctions and punishment in the nature of contempt. I solemnly  
 promise that I will not disclose in any manner any information or item that is subject to  
 this Stipulated Protective Order to any person or entity except in strict compliance with the  
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
 the Northern District of California for the purpose of enforcing the terms of this Stipulated  
 Protective Order, even if such enforcement proceedings occur after termination of this  
 action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and telephone  
 number] as my California agent for service of process in connection with this action or any  
 proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

1 United States District Court for the Northern District of California, *Myles J. Tomblin, et*  
2 *al. v. Wells Fargo Bank, N.A.*, Case No. C 13-04567 CW

3 PROOF OF SERVICE  
4 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

5 I am employed in the County of San Diego; I am over the age of eighteen years and  
6 not a party to the within entitled action; my business address is 501 West Broadway, 19th  
7 Floor, San Diego, California 92101-3598.

8 On **February 28, 2014**, I served the following document(s) described as  
9 **[PROPOSED] STIPULATED PROTECTIVE ORDER**

10 Electronic Mail Notice List

11 The following are those who are currently on the list to receive e-mail notices for this case.

12 **Alan R. Plutzik**

13 Bramson Plutzik Mahler & Birkhaeuser, LLP  
14 2125 Oak Grove Road, Suite 120  
15 Walnut Creek, CA 94598  
16 925-945-0200  
17 Fax: 925-945-8792  
18 Email: aputzik@bramsonplutzik.com

19 **Jeffrey S. Nobel**

20 Izard Nobel LLP  
21 29 South Main Street, Suite 215  
22 West Hartford, CT 06107  
23 (860) 493-6292  
24 Fax: 860-493-6290  
25 Email: jnobel@izardnobel.com

26 **Mark P. Kindall**

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28 29 South Main Street, Suite 305  
29 West Hartford, CT 06107  
30 860-493-6292  
31 Fax: 860-493-6290  
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33 **Robert A. Izard**

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35 29 South Main Street, Suite 305  
36 West Hartford, CT 06107  
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39 **Robert M. Bramson**

40 Bramson, Plutzik, Mahler & Birkhaeuser LLP  
41 2125 Oak Grove Road, Suite 120  
42 Walnut Creek, CA 94598  
43 925-945-0200  
44 Fax: 925-945-8792  
45 Email: rbramson@bramsonplutzik.com

46 Also served on:

47 on the interested party(ies) in this action by placing true copies thereof enclosed in sealed  
48 envelopes and/or packages addressed as follows:

49 Seth R. Klein, Esq.

50 Izard Nobel, LLP  
51 29 South Main Street, Suite 305  
52 West Hartford, CT 06107

1 ☒ **BY CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed the  
2 document(s) with the Clerk of the Court by using the CM/ECF system. Participants  
3 in the case who are registered CM/ECF users will be served by the CM/ECF  
system. Participants in the case who are not registered CM/ECF users will be  
served by mail or by other means permitted by the court rules.

4 ☒ **FEDERAL:** I declare that I am employed in the office of a member of the bar of  
5 this Court at whose direction the service was made. I declare under penalty of  
perjury under the laws of the United States of America that the foregoing is true and  
6 correct.

7 Executed on February 28, 2014, at San Diego, California.

8   
9 PAMELA PARKER